

<i>SERFF Tracking Number:</i>	<i>ACEH-125356860</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-CA-400</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>07-CA-400</i>		
<i>Project Name/Number:</i>	<i>Auto Large Deductible Endorsements/07-CA-400</i>		

Filing at a Glance

Companies: ACE American Insurance Company, Indemnity Insurance Company of North America

Product Name: 07-CA-400

SERFF Tr Num: ACEH-125356860 State: Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: 07-CA-400

State Status: Fees received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Authors: Ginny Boyles, Jill Kelly,
Marlene Thomas

Disposition Date: 11/15/2007

Date Submitted: 11/14/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 11/15/2007

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

11/15/2007

General Information

Project Name: Auto Large Deductible Endorsements

Status of Filing in Domicile:

Project Number: 07-CA-400

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/15/2007

State Status Changed: 11/14/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

New Large Deductible Endorsement for Auto

Company and Contact

Filing Contact Information

Jill Kelly, Regulatory Associate

jill.kelly@ace-ina.com

436 Walnut Street

(215) 640-2800 [Phone]

Philadelphia, PA 19106

(215) 640-4986[FAX]

SERFF Tracking Number:	ACEH-125356860	State:	Arkansas
First Filing Company:	ACE American Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	07-CA-400		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	07-CA-400		
Project Name/Number:	Auto Large Deductible Endorsements/07-CA-400		

Filing Company Information

ACE American Insurance Company	CoCode: 22667	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 95-2371728	

Indemnity Insurance Company of North America	CoCode: 43575	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 06-1016108	

<i>SERFF Tracking Number:</i>	<i>ACEH-125356860</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-CA-400</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>07-CA-400</i>		
<i>Project Name/Number:</i>	<i>Auto Large Deductible Endorsements/07-CA-400</i>		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$50.00	11/14/2007	16637363
Indemnity Insurance Company of North America	\$0.00	11/14/2007	

<i>SERFF Tracking Number:</i>	<i>ACEH-125356860</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>07-CA-400</i>		
<i>Project Name/Number:</i>	<i>Auto Large Deductible Endorsements/07-CA-400</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/15/2007	11/15/2007

<i>SERFF Tracking Number:</i>	<i>ACEH-125356860</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-CA-400</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>07-CA-400</i>		
<i>Project Name/Number:</i>	<i>Auto Large Deductible Endorsements/07-CA-400</i>		

Disposition

Disposition Date: 11/15/2007
Effective Date (New): 11/15/2007
Effective Date (Renewal): 11/15/2007
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: ACEH-125356860 State: Arkansas

First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 07-CA-400

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: 07-CA-400

Project Name/Number: Auto Large Deductible Endorsements/07-CA-400

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Supporting Document	Deductible	Approved	Yes
Form	Reimbursement of Deductible Endorsement -ALAE Borne Entirely By The Insured	Approved	Yes
Form	Reimbursement of Deductible Endorsement-ALAE Borne Entirely By The Insurer	Approved	Yes
Form	Reimbursement of Deductible Endorsement -ALAE Included In The Deductible Amount	Approved	Yes
Form	Reimbursement of Deductible Endorsement - ALAE Where The Insured Has A Pro Rata Reimbursement Obligation	Approved	Yes
Form	Reimbursement of Deductible Endorsement -ALAE Where The Insured Has A Limited Reimbursement Obligation	Approved	Yes

SERFF Tracking Number: ACEH-125356860 State: Arkansas

First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 07-CA-400

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: 07-CA-400

Project Name/Number: Auto Large Deductible Endorsements/07-CA-400

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Reimbursement of Deductible Endorsement - ALAE Borne Entirely By The Insured	DA-19477d	(09/2007)	Endorsement/New Amendment/Conditions		0.00	DA19477d.pdf
Approved	Reimbursement of Deductible Endorsement- ALAE Borne Entirely By The Insurer	DA-19478d	(09/2007)	Endorsement/New Amendment/Conditions		0.00	DA19478d.pdf
Approved	Reimbursement of Deductible Endorsement - ALAE Included In The Deductible Amount	DA-19479d	(09/2007)	Endorsement/New Amendment/Conditions		0.00	DA19479d.pdf
Approved	Reimbursement of Deductible Endorsement - ALAE Where The Insured Has A Pro Rata Reimbursement Obligation	DA-19480d	(09/2007)	Endorsement/New Amendment/Conditions		0.00	DA19480d.pdf
Approved	Reimbursement of Deductible Endorsement - ALAE Where The Insured Has A Limited Reimbursement	DA-19481d	(09/2007)	Endorsement/New Amendment/Conditions		0.00	DA19481d.pdf

<i>SERFF Tracking Number:</i>	<i>ACEH-125356860</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>07-CA-400</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
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Obligation

REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT

ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE") BORNE ENTIRELY BY THE INSURED

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM**

I) DEDUCTIBLE AMOUNT

\$_____ Per "Accident" for all coverages except Physical Damage and Garagekeepers plus All Allocated Loss Adjustment Expense.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay, up to the Limit of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "accident", regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all amounts reimbursable under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

“Allocated Loss Adjustment Expense(s)” or “ALAE” means such claim expenses, costs and any interest provided for under the Supplementary Payments of this policy, that are incurred in connection with the investigation, administration, adjustment, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to, subrogation, all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limit of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT

ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE") BORNE ENTIRELY BY THE INSURER

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE TRUCKERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM GARAGE COVERAGE FORM

I) DEDUCTIBLE AMOUNT

\$_____ Per "Accident" for all coverages except Physical Damage and Garagekeepers

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay, up to the Limit of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "accident", regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all amounts reimbursable under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

“Allocated Loss Adjustment Expense(s)” or “ALAE” means such claim expenses, costs and any interest provided for under the Supplementary Payments of this policy, that are incurred in connection with the investigation, administration, adjustment, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to, subrogation, all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limit of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
INCLUDED IN THE DEDUCTIBLE AMOUNT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM**

I) DEDUCTIBLE AMOUNT

\$_____ Per "Accident" for all coverages except Physical Damage and Garagekeepers including Allocated Loss Adjustment Expense.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay, up to the Limit of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "accident", regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all amounts reimbursable under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

“Allocated Loss Adjustment Expense(s)” or “ALAE” means such claim expenses, costs and any interest provided for under the Supplementary Payments of this policy, that are incurred in connection with the investigation, administration, adjustment, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to, subrogation, all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limit of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT

ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE") WHERE THE INSURED HAS A PRO RATA REIMBURSEMENT OBLIGATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM**

I) DEDUCTIBLE AMOUNT

\$_____ Per "Accident" for all coverages except Physical Damage and Garagekeepers plus Allocated

Loss Adjustment Expense apportioned between "you" and "us" as follows:

- (a) If the amount of settlement or judgment exceeds the Per Accident amount, all "ALAE" shall be borne by "you" and "us" in the same proportion as "your" and "our" respective obligations under this endorsement for payment of the amount of judgment or settlement.
- (b) If the amount of judgment or settlement does not exceed the Per Accident amount, or if the claim or "suit" is settled without payment of damages, all "ALAE" shall be borne solely by "you".

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay, up to the Limit of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "accident", regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all amounts reimbursable under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

“Allocated Loss Adjustment Expense(s)” or “ALAE” means such claim expenses, costs and any interest provided for under the Supplementary Payments of this policy, that are incurred in connection with the investigation, administration, adjustment, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to, subrogation, all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limit of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT

ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE") WHERE THE INSURED HAS A LIMITED REIMBURSEMENT OBLIGATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM**

I) DEDUCTIBLE AMOUNT(S)

\$_____ Per "Accident" for all coverages except Physical Damage and Garagekeepers plus

\$_____ Per "Accident" for Allocated Loss Adjustment Expense.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay, up to the Limit of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount(s) for any amounts we have paid under this policy.
- 3) The Deductible Amount(s) shown in Section I of this endorsement will apply per "accident", regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all amounts reimbursable under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount(s) and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

“Allocated Loss Adjustment Expense(s)” or “ALAE” means such claim expenses, costs and any interest provided for under the Supplementary Payments of this policy, that are incurred in connection with the investigation, administration, adjustment, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to, subrogation, all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limit of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

<i>SERFF Tracking Number:</i>	<i>ACEH-125356860</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-CA-400</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>07-CA-400</i>		
<i>Project Name/Number:</i>	<i>Auto Large Deductible Endorsements/07-CA-400</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125356860 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-CA-400
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: 07-CA-400
Project Name/Number: Auto Large Deductible Endorsements/07-CA-400

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/15/2007

Comments:

Attachments:

NAIC _1_AR.pdf
Form Filing Schedule _5_.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 11/15/2007

Comments:

Attachment:

All Other States FILING MEMORANDUM.pdf

Satisfied -Name: Deductible **Review Status:** Approved 11/15/2007

Comments:

Attachment:

Deductible example.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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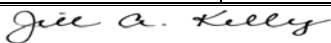
3.	Group Name	Group NAIC #
	ACE INA Companies	626

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	ACE American Insurance Company	PA	22667	95-2371728
	Indemnity Insurance Company of North America	PA	43575	06-1016108

5.	Company Tracking Number	07-CA-400
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jill A. Kelly 436 Walnut Street Philadelphia, PA 19105	Regulatory Associate	215.640.2800	215.640.4986	jill.kelly@ace-ina.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Jill A. Kelly

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	
10.	Sub-Type of Insurance (Sub-TOI)	Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	n/a
12.	Company Program Title (Marketing title)	n/a
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)			
17.	Reference Organization # & Title			
18.	Company's Date of Filing			
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input type="checkbox"/> Pending	<input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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New Large Deductible Endorsements for Auto

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: EFT Amount: \$50.00 </div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07-CA-400		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Reimbursement of Deductible Endorsement-ALAE Borne Entirely By The Insured	DA-19477d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Reimbursement of Deductible Endorsement-ALAE Borne Entirely By The Insurer	DA-19478d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Reimbursement of Deductible Endorsement-ALAE Included In The Deductible amount	DA-19479d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reimbursement of Deductible Endorsement-ALAE Where The Insured Has A Pro Rata Reimbursement Obligation	DA-19480d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Reimbursement of Deductible Endorsement-ALAE Where The Insured Has A Limited Reimbursement Obligation	DA-19481d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FILING MEMORANDUM

AUTOMOBILE LIABILITY COVERAGE

Reimbursement of Deductible Endorsements

We are pleased to submit for your review and approval five (5) new Reimbursement of Deductible endorsements for use on Commercial Automobile Liability policies.

We intend to use these endorsements on loss-sensitive policies issued to large, sophisticated insureds that are willing to assume a significant amount of risk.

I. SUMMARY OF OUR NEW ENDORSEMENTS

- 1) The new endorsements obligate us to defend and pay damages within the policy limit, and then seek reimbursement from the insured for those amounts within the deductible.
- 2) The new endorsements apply the deductible to the sum of damages under any coverage trigger.
- 3) The new endorsements clarify that the insured must provide us with collateral, and that we will treat non-receipt of collateral the same way we treat non-payment of premium.
- 4) The new endorsements make all named insureds under the policy jointly and severally liable for the obligation to reimburse us for losses we have paid under the policy.
- 5) The new endorsements clarify that our obligations, including the duty to defend and the limit of insurance, under the policy are not changed by the reimbursement provisions of the endorsement.
- 6) The new endorsements have five (5) different ALAE treatments as discussed below.

II. DISCUSSION OF OUR NEW LARGE DEDUCTIBLE ENDORSEMENTS

Our customers have different risk appetites for retaining the risk associated with ALAE via a large deductible endorsement on a loss-sensitive policy. These five (5) new endorsements will allow us to tailor how the ALAE is shared between our insureds and ACE.

None of these endorsements relieve ACE of its duty under the policy to defend and pay damages to 3rd parties. The endorsements require ACE to defend and pay the injured party and then seek reimbursement for amounts within the deductible from the insured.

The five (5) large deductible endorsements are:

1) ALAE Included in the Deductible

- The deductible applies to the sum of losses plus ALAE for each occurrence, and the insured must reimburse us for that amount.

2) ALAE Borne Entirely by the Insured

- The deductible applies to bodily injury and property damage. The insured must reimburse us for that amount, plus all ALAE relating to that claim.

3) ALAE Borne Entirely by the Insurer

- The deductible applies to bodily injury and property damage. The insured is responsible for reimbursing us for that amount, but the insured is not responsible for reimbursing us for any ALAE.

4) ALAE Where the Insured has a Pro Rata Reimbursement Obligation

- The deductible applies to bodily injury and property damage and the insured is responsible for reimbursing us for that amount, but the insured's ALAE reimbursement obligation is based on the proportion that damages within the deductible bears to total damages.

5) ALAE Where the Insured has a Limited Reimbursement Obligation

- The deductible applies to bodily injury and property damage and the insured is responsible for reimbursing us for that amount, plus the insured is responsible for reimbursing us for ALAE up to a specified or sub-limited amount.

III. OTHER ISSUES AND CONSIDERATIONS

1) Premiums and Rating Plans

The premiums charged for offering these endorsements will be calculated in accordance with the Loss Rating Rule of the ISO Composite Rating Plan and ACE exceptions thereto and will be fully documented in the underwriting file. The underwriting analysis can include (but is not limited to) an evaluation of the account's prior loss history, manual rating, loss rating, financial risk factors, and other standard underwriting techniques used in analyzing a risk.

2) Collateral

We will collateralize the insured's obligation to us within the deductible. The amount of the insured's obligation that we will require collateral for will vary with the insured's financial strength. We may collateralize to an amount higher or lower than the expected losses based on our evaluation of the credit risk

that the insured poses. The endorsement provides for policy cancellation if the Insured fails to provide the required collateral (i.e. non-payment of collateral is treated the same as non-payment of premium for cancellation purposes).

Reimbursement of Deductible

Example											
Policy Limit	1,000,000										
Deductible	250,000										
		(1) & (6)		(2)		(3)		(4)		(5)	
		ACE	Insured	ACE	Insured	ACE	Insured	ACE	Insured	ACE	Insured
		pays	reimburses ACE	pays	reimburses ACE	pays	reimburses ACE	pays	reimburses ACE	pays	reimburses ACE
Indemnity Loss*	300,000	300,000	50,000	300,000	50,000	300,000	250,000	300,000	250,000	300,000	250,000
ALAE*	150,000	-	150,000	150,000	-	150,000	included	50,000	125,000	50,000	100,000
Indemnity Loss*	100,000	100,000	100,000	100,000	100,000	100,000	250,000	100,000	100,000	100,000	100,000
ALAE*	150,000	-	150,000	150,000	-	150,000	included	-	150,000	0	100,000
Indemnity Loss*	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
ALAE*	150,000	-	150,000	150,000	-	150,000	included	-	150,000	50,000	100,000
Indemnity Loss*	300,000	300,000	250,000	300,000	250,000	300,000	250,000	300,000	250,000	300,000	250,000
ALAE*	800,000		800,000	800,000	-	800,000	included	133,333	666,667	800,000	100,000

*one accident or occurrence

*ALAE limited to \$100,000

- (1) ALAE BORNE ENTIRELY BY THE INSURED
- (2) ALAE BORNE ENTIRELY BY THE INSURER
- (3) ALAE INCLUDED IN DEDUCTIBLE
- (4) ALAE PRO RATA
- (5) ALAE LIMITED OBLIGATION TO THE INSURED
- (6) INDEMNITY ONLY

Auto Reimbursement of Deductible Forms

ALAE BORNE ENTIRELY BY THE INSURED	DA19477
ALAE BORNE ENTIRELY BY THE INSURER	DA19478
ALAE INCLUDED IN DEDUCTIBLE	DA19479
ALAE PRO RATA	DA19480
ALAE LIMITED OBLIGATION TO THE INSURED	DA19481

General Liability Reimbursement of Deductible Forms

ALAE INCLUDED IN DEDUCTIBLE	LD19643	separately
ALAE INCLUDED IN DEDUCTIBLE	LD19644	sum of coverages*
ALAE PRO RATA	LD19645	separately
ALAE PRO RATA	LD19646	sum of coverages*
ALAE LIMITED OBLIGATION TO THE INSURED	LD19647	separately
ALAE LIMITED OBLIGATION TO THE INSURED	LD19648	sum of coverages*
ALAE BORNE ENTIRELY BY THE INSURER	LD19649	separately
ALAE BORNE ENTIRELY BY THE INSURER	LD19650	sum of coverages*
ALAE BORNE ENTIRELY BY THE INSURED	LD19651	separately
ALAE BORNE ENTIRELY BY THE INSURED	LD19652	sum of coverages*
INDEMNITY ONLY	LD19653	separately
INDEMNITY ONLY	LD19654	sum of coverages*

* applies to sum of coverages A&C and separately to coverage B